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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JORGE LUIS JARAMILLO LOPEZ,  
an individual,

| No. 2:22-cv-1419 TLN DB

**PLAINTIFF,**

V.

15 PAVESTONE, LLC, a corporation; and  
16 DOES 1 through 50, inclusive,

**DEFENDANT.**

# **STIPULATED PROTECTIVE ORDER CONCERNING THE TREATMENT OF CONFIDENTIAL INFORMATION**

1 Counsel for Jorge Luis Jaramillo Lopez (“Plaintiff”) and Defendant  
2 Pavestone, LLC (“Defendant”) (collectively, the “Parties”), by and through their  
3 respective counsel of record, stipulate as follows:

4 1. A. PURPOSES AND LIMITATIONS

5 Discovery in this action is likely to involve production of confidential,  
6 proprietary, or private information for which special protection from public  
7 disclosure and from use for any purpose other than prosecuting this litigation may  
8 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
9 enter the following Stipulated Protective Order. The parties acknowledge that this  
10 Order does not confer blanket protections on all disclosures or responses to  
11 discovery and that the protection it affords from public disclosure and use extends  
12 only to the limited information or items that are entitled to confidential treatment  
13 under the applicable legal principles. The parties further acknowledge, as set forth  
14 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
15 to file confidential information under seal; Local Rule 141 sets forth the  
16 procedures that must be followed and the standards that will be applied when a  
17 party seeks permission from the court to file material under seal.

18  
19 B. GOOD CAUSE STATEMENT

20 This action is likely to involve confidential, commercial, financial,  
21 proprietary, and/or private information, including employee personally identifiable  
22 information and health information, for which special protection from public  
23 disclosure and from use for any purpose other than prosecution of this action is  
24 warranted. Such confidential and proprietary materials and information consist of,  
25 among other things, confidential business or financial information, information  
26 regarding confidential business practices, or other confidential research,  
27 development, or commercial information (including information implicating  
28 privacy rights of third parties), information otherwise generally unavailable to the

1 public, or which may be privileged or otherwise protected from disclosure under  
2 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
3 to expedite the flow of information, to facilitate the prompt resolution of disputes  
4 over confidentiality of discovery materials, to adequately protect information the  
5 parties are entitled to keep confidential, to ensure that the parties are permitted  
6 reasonable necessary uses of such material in preparation for and in the conduct of  
7 trial, to address their handling at the end of the litigation, and serve the ends of  
8 justice, a protective order for such information is justified in this matter. It is the  
9 intent of the parties that information will not be designated as confidential for  
10 tactical reasons and that nothing be so designated without a good faith belief that it  
11 has been maintained in a confidential, non-public manner, and there is good cause  
12 why it should not be part of the public record of this case.

13  
14 2. DEFINITIONS

15 2.1 Action: this pending federal lawsuit, styled *Jorge Luis Jaramillo*  
16 *Lopez v. Pavestone, LLC*, USDC Eastern District of California, Case No. 2:22-cv-  
01419-TLN-DB.

17 2.2 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c) and other applicable law,  
22 and as specified above in the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

1       2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5       2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve  
7 as an expert witness or as a consultant in this Action.

8       2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11       2.9 Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this action.

13       2.10 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this Action but are retained to represent or advise a party to this Action  
15 and have appeared in this Action on behalf of that party or are affiliated with a law  
16 firm which has appeared on behalf of that party, and includes support staff.

17       2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22       2.13 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26       2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”

1       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3       3. SCOPE

4       The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.

9       Any use of Protected Material at trial shall be governed by the orders of the  
10 trial judge. This Order does not govern the use of Protected Material at trial.

12       4. DURATION

13       Even after final disposition of this litigation, the confidentiality obligations  
14 imposed by this Order shall remain in effect until a Designating Party agrees  
15 otherwise in writing or a court order otherwise directs. Final disposition shall be  
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
17 with or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
19 including the time limits for filing any motions or applications for extension of  
20 time pursuant to applicable law.

21       5. DESIGNATING PROTECTED MATERIAL

22       5.1 Exercise of Restraint and Care in Designating Material for Protection.

23       Each Party or Non-Party that designates information or items for protection under  
24 this Order must take care to limit any such designation to specific material that  
25 qualifies under the appropriate standards. The Designating Party must designate for  
26 protection only those parts of material, documents, items, or oral or written  
27 communications that qualify so that other portions of the material, documents,  
28

1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to  
6 impose unnecessary expenses and burdens on other parties) may expose the  
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix at a minimum, the legend  
20 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
21 contains protected material. If only a portion or portions of the material on a page  
22 qualifies for protection, the Producing Party also must clearly identify the  
23 protected portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection shall be  
28 deemed “CONFIDENTIAL.” After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine  
2 which documents, or portions thereof, qualify for protection under this Order.  
3 Then, before producing the specified documents, the Producing Party must affix  
4 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
5 only a portion or portions of the material on a page qualifies for protection, the  
6 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the  
9 Disclosure or Discovery Material on the record, before the close of the deposition  
10 all protected testimony. Alternatively, within 30 days after the transcript is  
11 delivered to any Party, the Party may serve a Notice of Designation as to specific  
12 portions of the testimony that are designated CONFIDENTIAL, and thereafter only  
13 those portions identified in the Notice of Designation shall be protected by the  
14 terms of this Order. All deposition testimony shall be treated as Protected Material  
15 pending receipt of a transcript of the deposition.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, shall identify the  
21 protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party’s right to secure protection under this Order for such  
25 material. Upon timely correction of a designation, the Receiving Party must make  
26 reasonable efforts to assure that the material is treated in accordance with the  
27 provisions of this Order.

1       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 251.

7       6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
8 joint statement pursuant to Local Rule 251. The burden of persuasion in any such  
9 challenge proceeding shall be on the Designating Party. Frivolous challenges, and  
10 those made for an improper purpose (e.g., to harass or impose unnecessary  
11 expenses and burdens on other parties) may expose the Challenging Party to  
12 sanctions. Unless the Designating Party has waived or withdrawn the  
13 confidentiality designation, all parties shall continue to afford the material in  
14 question the level of protection to which it is entitled under the Producing Party's  
15 designation until the Court rules on the challenge.

16       7. ACCESS TO AND USE OF PROTECTED MATERIAL

17       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under  
21 the conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION).

24       Protected Material must be stored and maintained by a Receiving Party at a  
25 location and in a secure manner that ensures that access is limited to the persons  
26 authorized under this Order.

27       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
4 as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: they sign the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1       8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2 PRODUCED IN OTHER LITIGATION

3       If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6           (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8           (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena  
10 or order is subject to this Protective Order. Such notification shall include a copy  
11 of this Stipulated Protective Order; and

12           (c) cooperate with respect to all reasonable procedures sought to be pursued  
13 by the Designating Party whose Protected Material may be affected.

14       If the Designating Party timely seeks a protective order, the Party served  
15 with the subpoena or court order shall not produce any information designated in  
16 this action as “CONFIDENTIAL” before a determination by the court from which  
17 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22

23       9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24 PRODUCED IN THIS LITIGATION

25           (a) The terms of this Order are applicable to information produced by a Non-  
26 Party in this Action and designated as “CONFIDENTIAL.” Such information  
27 produced by Non-Parties in connection with this litigation is protected by the  
28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-  
7 Party that some or all of the information requested is subject to a confidentiality  
8 agreement with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the  
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

22 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has  
24 disclosed Protected Material to any person or in any circumstance not authorized  
25 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
26 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
27 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
28 the person or persons to whom unauthorized disclosures were made of all the terms

1 of this Order, and (d) request such person or persons to execute the  
2 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
3 A.

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5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Fed. R. Evid. 502(d), the  
13 production of a privileged or work-product-protected document, whether  
14 inadvertent or otherwise, is not a waiver of privilege or protection from discovery  
15 in this case or in any other federal or state proceeding. Nothing contained herein,  
16 however, is intended to limit a party's right to conduct a review of ESI for  
17 relevance, responsiveness and/or privilege or other protection from discovery.  
18 Communications involving trial counsel that post-date the filing of the complaint  
19 need not be placed on a privilege log. Communications may be identified on a  
20 privilege log by category, rather than individually, if appropriate.

21

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in  
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on

1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3       12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 141. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9  
10      13. FINAL DISPOSITION

11       After the final disposition of this Action, as defined in paragraph 4, within  
12 60 days of a written request by the Designating Party, each Receiving Party must  
13 return all Protected Material to the Producing Party or destroy such material. As  
14 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
15 compilations, summaries, and any other format reproducing or capturing any of the  
16 Protected Material. Whether the Protected Material is returned or destroyed, the  
17 Receiving Party must submit a written certification to the Producing Party (and, if  
18 not the same person or entity, to the Designating Party) by the 60 day deadline that  
19 (1) identifies (by category, where appropriate) all the Protected Material that was  
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
21 copies, abstracts, compilations, summaries or any other format reproducing or  
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
23 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
24 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
25 and trial exhibits, expert reports, attorney work product, and consultant and expert  
26 work product, even if such materials contain Protected Material. Any such archival  
27 copies that contain or constitute Protected Material remain subject to this  
28 Protective Order as set forth in Section 4 (DURATION).

1 14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 Dated: October 6, 2022

Respectfully submitted,

8 KINGSLEY & KINGSLEY, APC

9 By: /s/ Jessica L. Adlouni

10 Jessica L. Adlouni

11 Attorneys for Plaintiff

12 Dated: October 6, 2022

Respectfully submitted,

13 FISHER & PHILLIPS, LLP

14 By: /s/ Gregory L. Blueford

15 Gregory L. Blueford

16 Attorneys for Defendant

17 PAVESTONE, LLC

18 **ATTESTATION**

19 I attest that all signatories on whose behalf this filing is submitted concur in  
20 the content of this filing and have authorized the filing.

21 Dated: October 6, 2022

Respectfully submitted,

22 KINGSLEY & KINGSLEY, APC

23 By: /s/ Jessica L. Adlouni

24 Jessica L. Adlouni

25 Attorneys for Plaintiff

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on \_\_\_\_\_ [date] in the case of *Jorge Luis Jaramillo Lopez v. Pavestone, LLC*, USDC Eastern District of California, Case No. 2:22-cv-01419-TLN-DB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

## **ORDER**

IT IS HEREBY ORDERED that the parties' stipulation (ECF No. 10) is granted.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information.” L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that “compelling reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

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1       6. The parties may not modify the terms of this Protective Order without the court's  
2 approval. If the parties agree to a potential modification, they shall submit a stipulation and  
3 proposed order for the court's consideration.

4       7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement  
5 of the terms of this Protective Order after the action is terminated.

6       8. Any provision in the parties' stipulation that is in conflict with anything in this order is  
7 hereby DISAPPROVED.

8 DATED: October 21, 2022

/s/ DEBORAH BARNES  
UNITED STATES MAGISTRATE JUDGE

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